

1 **BRYAN CAVE LLP**

2 Allison Eckstrom (CA Bar 217255)  
3 Julie W. O'Dell (CA Bar 291083)  
4 3161 Michelson Drive, Suite 1500  
5 Irvine, CA 92612-4414  
6 Telephone: (949) 223-7000  
7 Facsimile: (949) 223-7100  
8 E-Mail: julie.odell@bryancave.com

9 Attorneys for Defendant  
10 ADECCO USA, INC.

11 **RIGHETTI – GLUGOSKI, P.C.**

12 Matthew Righetti (CA Bar 121012)  
13 John Glugoski (CA Bar 191551)  
14 Michael Righetti (CA Bar 258541)  
15 456 Montgomery St., Ste. 1400  
16 San Francisco, CA 94104  
17 Telephone: (415) 983-0900  
18 Facsimile: (415) 397-9005  
19 E-mail: matt@righettilaw.com  
20 jglugoski@righettilaw.com  
21 mike@righettilaw.com

22 Attorneys for Plaintiff  
23 KAITLYN SHEPARDSON

24 **UNITED STATES DISTRICT COURT**

25 **NORTHERN DISTRICT OF CALIFORNIA**

26 KAITLYN SHEPARDSON,  
27 individually, and on behalf of other members  
28 of the general public similarly situated,

Plaintiff,  
v.

ADECCO USA, INC,  
and DOES 1 through 100, inclusive,

Defendants.

Case No. 3:15-cv-05102-EMC

(San Mateo Superior Court CIV 535091)

Hon. Edward M. Chen / Room 5

**CLASS ACTION**

**JOINT STIPULATION AND  
[PROPOSED] ORDER TO CONTINUE  
CASE MANAGEMENT CONFERENCE**

[Pursuant to Local Rules 7-12, 16.2(e)]

Date: March 22, 2018

Time: 10:30 a.m.

Room: 5

Complaint Filed: August 18, 2015

FAC Filed: October 2, 2015

1 Plaintiff Kaitlyn Shepardson (“Plaintiff”) and Defendant Adecco USA, Inc. (“Adecco” or  
2 “Defendant”) (collectively, the “Parties”), through their respective counsel of record, stipulate and  
3 agree as follows:

4 WHEREAS, Plaintiff filed the proposed class action on or about August 18, 2015.  
5 Defendant removed the action to this Court and filed a Motion to Compel single plaintiff  
6 arbitration pursuant to the Dispute Resolution Agreement between the parties. The Court granted  
7 Defendant’s Motion to Compel pursuant to the arbitration agreement, which contains a class  
8 action waiver.

9 WHEREAS, after the Court ruled on the Motion to Compel in this case, the Ninth Circuit  
10 Court of Appeal in *Morris v. Ernst & Young, LLP*, 834 F.3d 975 (9th Cir. 2016), held that class  
11 action waivers in arbitration agreements violate the National Labor Relations Act. The United  
12 States Supreme Court granted review of the *Morris v. Ernst & Young* decision. *Ernst & Young,*  
13 *LLP v. Morris*, 137 S.Ct. 809 (2017). This matter was stayed pending the Supreme Court’s  
14 decision.

15 WHEREAS, the Supreme Court held oral argument on October 2, 2017, and, as of the date  
16 of this submission, the Supreme Court has yet to render a decision. Accordingly, the parties  
17 request a 6-week continuance of the CMC.

18 **IT IS THEREFORE STIPULATED BY THE PARTIES, THROUGH THEIR**  
19 **RESPECTIVE COUNSEL OF RECORD** that, subject to Court approval, the case management  
20 conference be continued six (6) weeks to a date after May 3, 2018.

21 **IT IS SO AGREED:**

22 Dated: March 13, 2018

**RIGHETTI – GLUGOSKI, P.C.**

Matthew Righetti

John Glugoski

Michael Righetti

25 By: /s/ John Glugoski

John Glugoski

26 Attorneys for Defendant

27 KAITLYN SHEPARDSON  
28

1 Dated: March 13, 2018

**BRYAN CAVE LLP**  
Allison Eckstrom

2  
3 By: /s/Allison Eckstrom  
4 Allison Eckstrom  
5 Attorneys for Defendant  
6 ADECCO USA, INC.

7 **SIGNATURE CERTIFICATION**

8 I hereby certify that I have obtained counsel's authorization to affix her electronic  
9 signature to this document.

10  
11 By: /s/ John Glugoski  
12 John Glugoski  
13 Attorneys for Defendant  
14 KAITLYN SHEPARDSON  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**[PROPOSED] ORDER**

**PURSUANT TO GOOD CAUSE, THE COURT HEREBY ORDERS** that the Case Management Conference, now scheduled for March 22, 2018, is continued and shall be scheduled to take place on May 24, 2018 at 10:30 a.m./~~p.m.~~

**IT IS SO ORDERED.**

DATED: 3/14, 2018

